

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

**FORM 8-K**

CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported) **June 30, 2015**

**Heatwurx, Inc.**

(Exact Name of Registrant as Specified in its Charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**333-184948**  
(Commission File Number)

**45-1539785**  
(IRS Employer Identification No.)

**18001 S. Figueroa, Unit F, Gardena, CA**  
(Address of Principal Executive Offices)

**90248**  
(Zip Code)

Registrant's telephone number, including area code: **(310) 324-4513**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act
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**Item 1.01 Entry into a Material Definitive Agreement.**

On June 30, 2015, Heatwurx, Inc., a Delaware corporation (the “**Company**”), entered into a Debt Conversion Agreement (the “**Agreement**”) with JMW Fund, LLC, a Delaware limited liability company, Richland Fund, LLC, a Nevada limited liability company, and San Gabriel Fund, LLC, a California limited liability company (together, the “**Lenders**”) whereby an aggregate of \$174,360.52 secured debt which was to mature on June 30, 2015, was converted to the Company’s current \$2,000,000 debt offering with the Lenders which commenced on February 16, 2015 (as disclosed on Form 8-K filed by the Company with the Securities and Exchange Commission on February 20, 2015). A copy of the Agreement is attached hereto as Exhibit 99.1.

**Item 1.02 Termination of a Material Definitive Agreement.**

The disclosure contained in Item 1.01 is incorporated by reference in this Item 1.02.

As of the date of the Agreement, the following agreements were cancelled: the Loan Agreement, dated as of December 11, 2013 between Dr. Pave LLC, a California limited liability company and wholly-owned subsidiary of the Company (“**Dr. Pave**”) and the Lenders, senior secured notes in the principal amount of \$160,000 between Dr. Pave and the Lenders, and the Security Agreement dated December 11, 2013 between Dr. Pave and the Lenders.

**Item 7.01 Regulation FD Disclosure.**

On July 7, 2015, the Company issued a press release entitled “HEATWURX, INC. ASPHALT PAVING ASSETS AND IP FOR SALE OR MERGER.” A copy of the press release is attached as Exhibit 99.2 and is incorporated herein by reference.

In accordance with General Instruction B.2 of Form 8-K, the information in this report, including the exhibit attached hereto, shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), nor shall such information be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit No.</b>	<b>Description</b>
99.1	Debt Conversion Agreement dated June 30, 2015
99.2	Press Release dated July 7, 2015*

\*Furnished to, not filed with, the SEC pursuant to Item 7.01 above.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**Heatwurx, Inc.**

Date: July 7, 2015

By /s/ Heather Kearns  
Heather Kearns, Interim Chief Executive Officer

## DEBT CONVERSION AGREEMENT

This Debt Conversion Agreement (“**Agreement**”) is made as of the 30<sup>th</sup> day of June, 2015 by, between, and among Heatwurx, Inc., a Delaware corporation (the “**Company**”), and JMW Fund, LLC, a Delaware limited liability company, Richland Fund, LLC, a Nevada limited liability company, and San Gabriel Fund, LLC, a California limited liability company (collectively referred to as the “**Lenders**”).

### **BACKGROUND**

- A. Dr. Pave, LLC, a California limited liability company (“**Dr. Pave**”) and the Lenders are parties to a certain Loan Agreement, dated as of December 11, 2013 (the “**Dr. Pave Loan Agreement**”), pursuant to which, among other things, Dr. Pave issued to Lenders senior secured notes in the principal amount of \$160,000.00 (the “**Dr. Pave Notes**”). The Dr. Pave Loan Agreement is attached to this Agreement as **Exhibit A**;
- B. On January 1, 2014, the Company acquired Dr. Pave, including all debt outstanding under the Dr. Pave Loan Agreement;
- C. The Company and the Lenders are parties to a certain Senior Secured Loan Agreement, dated as of February 16, 2015 (the “**Loan Agreement**”), pursuant to which, among other things, the Company issued to the Lenders an aggregate of \$160,000.00 senior secured notes (the “**Notes**”). The Loan Agreement is attached to this Agreement as **Exhibit B**;
- D. The Dr. Pave Notes mature June 30, 2015 and the Company does not have sufficient funds to pay the principal plus accrued interest;
- E. As of the date of this Agreement, the principal plus accrued interest under the Dr. Pave Notes is \$174,360.52 (the “**Dr. Pave Notes Debt**”);
- F. As of the date of this Agreement, the principal plus accrued interest under the Notes is \$174,360.52 (the “**Notes Debt**”); and
- G. Subject to the terms and conditions as set forth herein, the Lenders and the Company desire to convert all debt outstanding under the Dr. Pave Notes by adding it to the Notes Debt.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Cancellation of Debt. As of the date of this Agreement, the Dr. Pave Notes Debt is hereby cancelled and the Dr. Pave Notes Debt is hereby added to the Notes Debt so that the new amount owing under the Notes is \$174,360.52 (the “**New Debt**”). As of the date of this Agreement, the Dr. Pave Loan Agreement, the Dr. Pave Notes, and the Security Agreement dated December 11, 2013 (the “**Dr. Pave Security Agreement**”) (attached as **Exhibit C** hereto) are hereby cancelled and the parties hereby grant to management of the Company the right to cancel all UCC-1 filings securing any interest in the Company’s assets pursuant to the Dr. Pave Security Agreement.
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2. Relinquishment of Security Interest and Grant of New Interest. As of the date of this Agreement, the Lenders hereby relinquish any security interest in any of the assets of the Company granted pursuant to the Dr. Pave Security Agreement for amounts owing under the Dr. Pave Notes in favor of a grant of a security interest pursuant to the Security Agreement dated February 16, 2015 (the “**Security Agreement**”) (attached as **Exhibit D** hereto) for the New Debt.

3. Ratification of Investment Documents. Except as expressly set forth herein, all of the terms and conditions of the Loan Agreement, the Security Agreement, and the Notes are hereby ratified and confirmed and continue unchanged and in full force and effect.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any of the conflicts of law principles which would result in the application of the substantive law of another jurisdiction. This Agreement shall not be interpreted or construed with any presumption against the party causing this Agreement to be drafted.

5. Signatories. Each individual signatory hereto represents and warrants that he or she is duly authorized to execute this Agreement on behalf of his or her principal and that he or she executes the Agreement in such capacity and not as a party.

6. Counterparts. This Agreement may be executed in counterparts, all of which counterparts taken together shall constitute one completed fully executed document. Signature by facsimile or PDF shall bind the parties hereto.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Company:

**HEATWURX, INC.**

By: /s/ Heather Kearns

Name: Heather Kearns

Title: Interim Chief Executive Officer

Lenders:

**JMW FUND, LLC**

By: /s/ Justin Yorke

Name: Justin Yorke

Title: Manager

**RICHLAND FUND, LLC**

By: /s/ Justin Yorke

Name: Justin Yorke

Title: Manager

**SAN GABRIEL FUND, LLC**

By: /s/ Justin Yorke

Name: Justin Yorke

Title: Manager

[SIGNATURE PAGE TO AGREEMENT]

**EXHIBIT A**

[Loan Agreement, dated as of December 11, 2013]



**EXHIBIT B**

[Senior Secured Loan Agreement, dated as of February 16, 2015]





**EXHIBIT C**

[Security Agreement dated December 11, 2013]



**EXHIBIT D**

[Security Agreement dated February 16, 2015]



**The Hoyt**  
Organization

**CONTACTS:**  
The Hoyt Organization, (310) 373-0103  
Kent Barrett, kbarrett@hoytorg.com

## **HEATWURX, INC. ASPHALT PAVING ASSETS AND IP FOR SALE OR MERGER**

*Patented technology permanently repairs damaged asphalt and potholes*

GARDENA, Calif. - JULY 7, 2015 - HEATWURX®, Inc. (OTCQB: HUWX), is the premier developer of eco-friendly patented preservation and repair equipment designed to outperform alternative methods of pavement repair. The company's board of directors has moved to list the intellectual property inclusive of patents and trademarks of the company for sale; as well as the asphalt paving assets; or look for a potential merger candidate in the asphalt industry.

The Heatwurx-branded technology is truly unique and is the premier method for hot in-place asphalt restoration in the industry. The electric infrared asphalt heater is packaged with a generator, creating a self-contained mobile unit. The patented Heatwurx processor is designed to process, screed and rejuvenate existing asphalt in place. The Heatwurx proprietary process creates a seamless repair and is the first in the industry to receive recognition from an A.M. Best's- "A" rated insurance company guaranteeing work performed using the Heatwurx process for five years. The company has gained traction in the industry for its long-term pavement solution.

In addition, Heatwurx is proud to be identified by the Technology Implementation Group (TIG) of the American Association of State Highway Transportation Officials (AASHTO) as an additionally selected technology and has received recognition from the United States Army Corps of Engineers as recommended equipment for in-place asphalt recycling.

Please submit offers by 5PM PDT on July 31, 2015. For more information, contact Heather Kearns, Heather@Heatwurx.com, 1-888-817-WURX (9879).

For more information, visit [www.heatwurx.com](http://www.heatwurx.com).